

# **EXHIBIT A**

#### SUPPLY AGREEMENT

This agreement is made between SHAVER FOODS, LLC. and CORRECTIONAL ADVISOR'S GROUP, LLC. for the purpose of defining the standard terms and conditions under which SHAVER FOODS, LLC. and CORRECTIONAL ADVISOR'S GROUP, LLC. have agreed to operate for certain clients of CORRECTIONAL ADVISOR'S GROUP, LLC.

SHAVER FOODS, LLC. will be the primary supplier of all foodservice food and food related products, except standard local purchase items (milk, bread and fresh produce), to clients managed by CORRECTIONAL ADVISOR'S GROUP, LLC. unless mutually agreed upon by both SHAVER FOODS, LLC and CORRECTIONAL ADVISOR'S GROUP, LLC.

CORRECTIONAL ADVISOR'S GROUP, LLC. reserves the right to remove any client from the list of customers serviced by SHAVER FOODS, LLC with 7 days written notice to SHAVER FOODS, LLC

In exchange CORRECTIONAL ADVISOR'S GROUP, LLC. will receive a commission of 5% of the total amount paid for each future invoice by a client managed by CORRECTIONAL ADVISOR'S GROUP, LLC. within the purview of this supply agreement.

Commission payment will be made during the last full week of each month and reports detailing the specific accounts and amounts aggregated in the commission payment will be sent either as a report with the payment or made available to CORRECTIONAL ADVISOR'S GROUP, LLC. through other readily accessible media (e.g. SHAVER FOODS, LLC. website).

A copy of all invoices to CORRECTIONAL ADVISORS GROUP, LLC. clients will be supplied with the monthly report generated by SHAVER FOODS, LLC. or made available to CORRECTIONAL ADVISOR'S GROUP, LLC. through other readily accessible media (e.g. SHAVER FOODS, LLC. website).

SHAVER FOODS, LLC. intends to protect the relationship CORRECTIONAL ADVISOR'S GROUP, LLC. has with its clients, and, in exchange for our role as the primary supplier to their clients, will not solicit nor entertain solicitations from clients of CORRECTIONAL ADVISOR'S GROUP, LLC. for SHAVER FOODS, LLC. to supply the clients directly. If approached by a client to provide such, SHAVER FOODS, LLC. shall inform the client that they are handled through CORRECTIONAL ADVISOR'S GROUP, LLC. and shall, within 48 business hours, notify CORRECTIONAL ADVISOR'S GROUP, LLC. of the solicitation and client making it.

The party (hereafter buyer) purchasing the food and food related products shall be the client of CORRECTIONAL ADVISOR'S GROUP, LLC. not CORRECTIONAL ADVISOR'S GROUP, LLC. itself.

SHAVER FOODS, LLC. has the exclusive right to refuse to sell any buyer when there is substantial reason to believe the buyer lacks either the resources or willingness to pay for goods provided.

Communication of the details, adjustments or status of orders placed for or by a buyer will be sent to the buyer with a copy to CORRECTIONAL ADVISOR'S GROUP, LLC.

Order guides containing pricing, payment terms, minimum order quantities, order and delivery lead times will be provided in a separate agreement customized for each client to account for differences in storage, feeding population, freight density and funding parameters.

Pricing shall be effective quarterly with updates, if needed, given monthly 5 working days prior to becoming effective.

Deliveries must be received, unloaded and drivers released within 2 business hours of arrival at delivery location unless other arrangements have been made.

Delivery errors occurring as a result of buyer error or omission may, at the discretion of SHAVER FOODS, LLC., be returned at the expense of the buyer. All returns must be pre-arranged with the SHAVER FOODS, LLC. salesperson and may not be placed on delivering truck without express consent of SHAVER FOODS, LLC. Goods must be returned in re-salable condition.

It is the sole responsibility of each buyer to compare the items ordered and shipped with the shipping documents and to properly note any discrepancies. If major discrepancies exist (multiple cases, entire pallets, etc.) the buyer or CORRECTIONAL ADVISOR'S GROUP, LLC. must notify the SHAVER FOODS, LLC. salesperson or customer service representative before the truck leaves the delivery location. All damages and shortages shall be reported within 24 hours of truck departure for credit to be issued.


At the request of CORRECTIONAL ADVISOR'S GROUP, LLC., SHAVER FOODS, LLC. is developing systems to allow secure online ordering, customized sales and delivery reporting and shipping documents reflecting CORRECTIONAL ADVISOR'S GROUP, LLC.'s role in these transactions.

This agreement will be modified from time to time to add or remove clients of CORRECTIONAL ADVISOR'S GROUP, LLC. covered under this agreement (Attachment A) with the date of such change included in the amendment.

This agreement is meant to serve as a framework agreement for most facilities. However, CORRECTIONAL ADVISOR'S GROUP, LLC. and SHAVER FOODS, LLC. recognize the need to tailor separate supply agreements for some clients based on various circumstances to be determined as they arise. In such cases, those agreements will supersede this agreement for the client in question.

No change to any part of this agreement shall invalidate other parts of this agreement not specifically addressed.

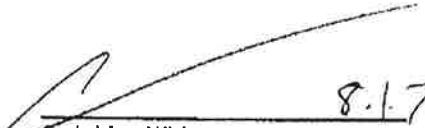
All changes to this agreement must be approved by both SHAVER FOODS, LLC. and CORRECTIONAL ADVISOR'S GROUP, LLC.

  
C. Ashley White  
President/CEO  
Shaver Foods, LLC.  
8.1.7  
DATE

  
Rich Adams  
President  
Correctional Advisor's Group  
7/25/07  
DATE

## ATTACHMENT A

<u>Facility Name</u>	<u>Effective Date</u>	<u>Commission %</u>
Avalon Carver Correctional Center, OK	7/18/07	5%
El Paso MUF, TX	7/18/07	5%
Austin Transitional Center, TX	7/18/07	5%
Phoenix Center/Loft House, CO	7/18/07	5%
Villa, CO	7/18/07	5%
Cheyenne, WY	7/18/07	5%

  
C. Ashley White  
President/CEO  
Shaver Foods, LLC.  
8.1.7  
DATE

  
Rich Adams  
President  
Correctional Advisor's Group  
7/23/07  
DATE